

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY

KR 91-1064

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and YAVAPAI COUNTY, hereinafter called "COUNTY";

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the COUNTY is empowered by A.R.S. §11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY and;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in Yavapai County. This work shall consist of the operation and maintenance of traffic signals and/or highway lighting at the following location:

SR 69 at Prescott Country Club Dr./Fain Rd.

MP 283.5 - Yavapai County

Project 69 YV 283.5 HX 006 01C

NO. <u>15743</u>	
FILED WITH SECRETARY OF STATE	
Date Filed	<u>06/18/91</u>
<u>Richard Mahoney</u>	
Secretary of State	
By	<u>Wm. J. O'Connell</u>

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. YAVAPAI COUNTY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Section 38-511.

5. This Agreement shall remain in force and effect until midnight June 30, 1992, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum, with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

10. The provisions of A.R.S. §35-214 are applicable to this Agreement.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the County is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

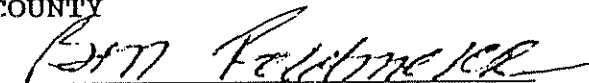
12. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 
State Traffic Engineer

DATE: 4/22/91

YAVAPAI COUNTY

BY: 

DATE: 4-8-91

TITLE: CHAIRMAN

ATTEST:


Clerk of the Board of Supervisors

RECOMMENDATION

8 APRIL 1991

EXHIBIT "A"

TO: The Honorable Yavapai County Board of Supervisors

FROM: Angelo Manera, Jr.
Public Works Director

REFERENCE: Intergovernmental Agreement

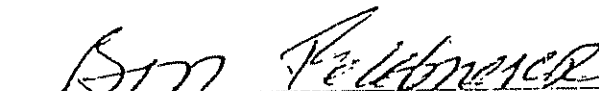
I have reviewed the proposed Maintenance Intergovernmental Agreement between the Arizona Department of Transportation and Yavapai County for the maintenance and operation of traffic signals and/or highway lighting on State routes within Yavapai County. It is my determination that it would be in the best interest of Yavapai County to enter into this agreement. Therefore, it is my recommendation that this Intergovernmental Agreement be approved.

Respectfully submitted,


Angelo Manera, Jr.
Public Works Director

APPROVED

ATTEST


Chairman, Yavapai County Board
of Supervisors

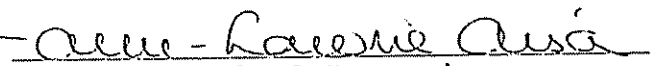

Clerk, Board of Supervisors

EXHIBIT "B"

APPROVAL OF THE COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Maintenance Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and YAVAPAI COUNTY, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 2nd day of April, 1991.

YAVAPAI COUNTY

BY:

Mr. Randolph E. Selmer
County Attorney

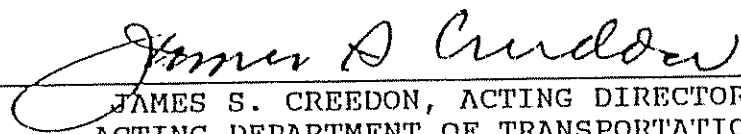
MAINTENANCE - TRAFFIC SIGNALS

YAVAPAI COUNTY

SR69 @ PRESCOTT COUNTRY CLUB DR./FAIN RD.

RESOLUTION

BE IT RESOLVED, on this 25 day of Mar, 1991, that I, JAMES S. CREEDON, as Acting Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona, that the ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into a Maintenance Intergovernmental Agreement with YAVAPAI COUNTY for the maintenance and operation of traffic signals and/or highway lighting on State routes within YAVAPAI COUNTY. THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Traffic Engineer.



JAMES S. CREEDON, ACTING DIRECTOR
ACTING DEPARTMENT OF TRANSPORTATION

XXXXXXXXXXXXXX

Grant Woods

INTERGOVERNMENTAL AGREEMENT

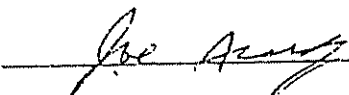
DETERMINATION

A. G. Contract No. KR91-1064, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11 day of June, 1991.

GRANT WOODS
Attorney General


Assistant Attorney General
Transportation Section